Lots numbered Six (6) and Seven (7) in Block lettered "C" in a subdivision known as "Sugar Loaf Estates", Section 2, as per plat thereof recorded in Plat Book 4, Plat No. 125, one of the Land Records for Frederick County, Maryland, and Lot numbered Eight (8) in Block lettered "D" in a subdivision known as "Sugar Loaf Estates", Section 2, as per plat thereof recorded in Plat Book 4, Plat No. 126, one of the Land Records for Frederick County, Maryland.

together with all the improvements in anywise appertaining, and all the estate, right, title, interest and claim, either at law or in equity, or otherwise however, of the part ies of the first part, of, in, to, or out of the said land and premises.

In and Apon the Trusts, Aspertheless, hereinafter declared; that is to say:
IN TRUST to permit said

Kilroy Construction Co., Inc.

its successors or assigns, to use and occupy the said described land and premises, and the rents, issues, and profits thereof, to take, have, and apply to and for its sole use and benefit, until default be made in the payment of the said promissory notes hereby secured or any installment of interest thereon, when and as the same shall become due and payable, or any proper cost or expense in and about the same as hereinafter provided.

And, upon the full payment of all of said notes and the interest thereon, and all moneys advanced or expended as herein provided, and all other proper costs, charges, commission, half-commissions and expenses, at any time before the sale hereinafter provided for to release and reconvey the said described premises unto the said

its successors or assigns, at Kilroy Construction Co., Inc.

its successors or assigns, at their cost.

And Hours This Further Trust, upon any default or failure being made in the payment of said notes or of any installment of principal or interest thereon, when and as the same shall become due and payable, or upon default being made in the payment, after demand therefor, of any money advanced as herein provided for, or of any proper cost, charge, commission, or expense in and about the same, then and at any time thereafter the said part ies of the second part or the trustee acting in the execution of this trust shall have the power and it shall be their or his duty thereafter to sell, and in case of any default of any purchaser to resell the said described land and premises at public auction, upon such terms and conditions, in such parcels, at such time and place, and after such previous public advertisement as the part ies of the second part or the trustee acting

in the execution of this trust shall deem advantageous and proper; and to convey the same in fee simple, upon compliance with the terms of sale, to, and at the cost, of the purchaser, or purchasers thereof, who shall not be required to see to the application of the purchase money; and of the proceeds of said sale or sales: Firstly, to pay all proper costs, charges, and expenses, including all